

EXHIBIT 59

Part 2:	Give Information About the Claim as of the Date the Case Was Filed		
6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___	
7.	How much is the claim?	\$ <u> 12917466 </u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>See addendum.</u>		
9.	Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: <u>Judgment Lien Filed With County Clerk (see Exh. G)</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ <u> 1500000 </u> Amount of the claim that is secured: \$ <u> 3219698 </u> Amount of the claim that is unsecured: \$ <u> 9697768 </u> (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) <u> 2.43 </u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10.	Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: <u>See Addendum.</u>		

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?



No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/9/2019
MM / DD / YYYY

/s/ Thomas A. Pitta, Esq.

Signature

Print the name of the person who is completing and signing this claim:

Name Thomas A. Pitta
First name Middle name Last name

Title Partner

Company Emmet, Marvin & Martin, LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 120 Broadway
Number Street
New York NY 10271
City State ZIP Code

Contact phone (212) 238-3000 Email TPITTA@EMMETMARVIN.COM

Mortgage Proof of Claim Attachment

(12/15)

If you file a claim secured by a security interest in the debtor's principal residence, you must use this form as an attachment to your proof of claim. See separate instructions.

Part 1: Mortgage and Case Information		Part 2: Total Debt Calculation		Part 3: Arrearage as of Date of the Petition		Part 4: Monthly Mortgage Payment	
Case number:	19-10926-tmd	Principal balance:	\$3,000,000	Principal & interest due:	\$3,000,000	Principal & interest:	
Debtor 1:	Orly Genger	Interest due:	219,698	Prepetition fees due:		Monthly escrow:	
Debtor 2:		Fees, costs due:		Escrow deficiency for funds advanced:		Private mortgage insurance:	
Last 4 digits to identify:	__ __ __ __	Escrow deficiency for funds advanced:		Projected escrow shortage:		Total monthly payment:	
Creditor:	Sagi Genger	Less total funds on hand:	-	Less funds on hand:	-		
Servicer:		Total debt:		Total prepetition arrearage:			
Fixed accrual/daily simple interest/other:							

Part 5 : Loan Payment History from First Date of Default

[illegible]

future attorney's fees, costs and expenses for trying the issue of damages, in the case styled *Orly Genger v. Sagi Genger*, #100697/08. See Exhibit D. Such amounts are recoverable pursuant to CPLR 3220 and 3221, in light of debtor's rejection of creditor's Offer to Liquidate Damages / Offer to Compromise (see Exhibit E), which offered to liquidate damages and/or compromise for an amount considerably higher than any conceivable recovery by debtor.

The fourth claim, pursuant to CPLR 6212(e), is for attorney's fees, expenses and costs in the amount of \$98,263. See Exhibit H. As the case is still pending, such fees, expenses and costs have continue to accrue in amounts not yet invoiced, and likely will continue to accrue in future amounts not yet liquidated. Creditor also seeks prejudgment interest on his attorney's fees, expenses and costs in an amount yet to be liquidated, as permitted by law.

9. Note on Form 410a.


Form 410a is attached, but the mortgage against the Debtor's residence is not subject to a monthly payment schedule and no payments have been made on account thereof.

11. Right of Setoff.

In her schedules filed with the Court on August 8, 2019, the debtor lists: (a) current legal actions against Sagi Genger: (i) styled *Orly Genger v. Sagi Genger*, #100697/08, for alleged fraud, and (ii) styled *Orly Genger vs. Dalia Genger*, #109749/09, for alleged breach of fiduciary duty; and (b) unidentified "Claims against Sagi Genger and related or affiliated entities or transferees or individuals" in an "Unknown" amount. If such claims were to be allowed, then creditor would be allowed to set-off its claims against the debtor's.

EXHIBIT A

SO ORDERED.



KATHERINE B. FORREST
United States District Judge

EXHIBIT B

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") dated December 5, 2019, is entered by and between Dalia Genger ("Dalia") and Sagi Genger ("Sagi") (collectively the "Parties").

WHEREAS, the Parties are parties to a 2004 written agreement (the “2004 Promise”) pursuant to which Sagi agreed to pay Dalia up to an amount equal to all dividends, distributions, proceeds or other payments attributable to certain shares of Trans-Resources, Inc. (“TRI”), upon Dalia’s demand; and

WHEREAS, according to the findings of the U.S. District Court, Dalia is entitled to make written demand of an additional \$18.5 million under the 2004 Promise; and

WHEREAS, Dalia, on December 2, 2019, made written demand for that \$18.5 million under the 2004 Promise.

NOW, THEREFORE, in consideration of the promises and covenants herein and other consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Sagi consents to entry of a final judgment by consent in any court of competent jurisdiction.
2. Dalia agrees to relinquish any future claim to make demands for any additional funds under the 2004 Promise.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement
as of the date indicated below:

Dalia Genger
DALIA GENDER
Date: 12/5/2019.

SAGI GENDER
Date: 12/5/19

EXHIBIT C

Sagi Genger
1121 Park Avenue,
New York, NY 10028

October 30, 2004

Dalia Genger
210 East 65th St.
New York, NY 10021

Promise


Dear Mom,

This letter confirms our understanding with respect to certain payments that I am prepared to make to you in consideration of the following. My sister Orly and I are benefiting by the receipt of a total of 794.40 shares of Trans-Resources, Inc. ("TRI"), or beneficial interests in those shares, by trusts for our benefit. In reliance on this letter and in consideration of the trusts' receipt of these shares and other consideration, you are giving up valuable marital rights, and you desire further assurance that you will have sufficient funds to support your lifestyle.

If you, in your sole and absolute discretion, from time to time desire funds to support your lifestyle, you may request in writing that I make payment to you as provided in this letter. Promptly upon receipt of the request, I will pay to you (1) an amount equal to all dividends, distributions, proceeds or other payments attributable to 794.40 shares of TRI (adjusted for any splits or similar action) that have previously been paid to Orly, me or any trust for the benefit of either of us, less any amounts previously paid to you pursuant to this letter, or (2) any lesser amount indicated in your request.

We intend for this letter to be a binding agreement under New York law. Please confirm that this letter correctly reflects your understanding by signing below.

Sincerely,


Sagi Genger

Agreed

Dalia Genger
Dalia Genger

EXHIBIT D

Client Account History

As of August 29, 2019

Partner Name: Kupka, Michael

GL Status	Bill No.	Tran Date	Check No.	Tran No.	Tran Type	Fees Amt	Retainer Amt
- KDWLL - Kelley Drye & Warren LLP Group - M. Kupka							
Kelley Drye & Warren LLP - 69864							
POSTED	593574	10/31/2018		5478230	Bill	9,725.25	0.00
POSTED	593574	11/30/2018	9008	5493452	Cash Receipt	(9,725.25)	0.00
POSTED	595172	11/30/2018		5493517	Bill	0.00	10,000.00
POSTED	595172	02/28/2019	238	5570800	Cash Receipt	0.00	(10,000.00)
POSTED	596005	11/30/2018		5498229	Bill	10,057.40	0.00
POSTED	596005	01/02/2019	9012	5516894	Cash Receipt	(557.40)	0.00
POSTED	596005	01/02/2019	9010	5516895	Cash Receipt	(9,500.00)	0.00
POSTED	608317	03/31/2019		5609996	Bill	16,477.59	0.00
POSTED	608317	05/13/2019	Wire	5663301	Cash Receipt	(16,477.59)	0.00
POSTED	616853	05/23/2019		5672245	Bill	14,750.30	0.00
POSTED	616853	06/11/2019	Wire	5692295	Cash Receipt	(14,750.30)	0.00
POSTED	619417	06/11/2019		5690015	Bill	16,123.00	0.00
POSTED	619417	06/11/2019		5690016	Reapplication	(10,000.00)	0.00
POSTED	619417	07/09/2019	9052	5714653	Cash Receipt	(6,123.00)	0.00
Client Total						<u>0.00</u>	<u>0.00</u>
Group Total						<u>0.00</u>	<u>0.00</u>
Partner Total						<u>0.00</u>	<u>0.00</u>

EXHIBIT E

SUPREME COURT OF THE STATE OF



Index No. 100697/2008
Hon. Barbara Jaffe
IAS Part 12

**OFFER TO LIQUIDATE
DAMAGES / OFFER TO
COMPROMISE**

Pursuant to CPLR 3220, defendant Sagi Genger offers to allow judgment to be taken against him for \$500,000, inclusive of costs and interest, if defendant fails in his defense in this action. In the alternative, pursuant to CPLR 3221, defendant offers to allow judgment to be taken against him in this action for \$500,000, inclusive of costs and interest.

Dated: New York, New York
May 8, 2017

KELLEY DRYE & WARREN LLP

By: _____

John Dellaportas
101 Park Avenue
New York, New York 10178
(212) 309-6000

GREENBERG TRAURIG, LLP
Carmen B. Ciparick
MetLife Building
200 Park Avenue
New York, NY 10166
(212) 801-6807
Attorneys for Defendant Sagi Genger

To:
Eric D. Herschmann
Kasowitz Benson Torres LLP
1633 Broadway
New York, New York 10019
(212) 506-1711
Attorneys for Plaintiff Orly Genger

EXHIBIT F

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DALIA GENGER,

Plaintiff,

V.

SAGI GINGER,

Defendant/Third-Party Plaintiff,

V.

ONLY GINGER,

Third-Party Defendant.

$$\begin{array}{c} \mathbf{x} \\ \vdots \\ \mathbf{x} \end{array}$$

Index No. 1:17cv8181

NOTICE OF MOTION

PLEASE TAKE NOTICE that, pursuant to the declaration of John Dellaportas sworn to on August 31, 2018, and the exhibits annexed thereto, defendant/third-party plaintiff Sagi Genger respectfully moves this Court for an Order, pursuant to Federal Rules of Civil Procedure 54(d)(2) and the November 10, 2014 indemnification agreement between him and third-party defendant Orly Genger, awarding him one-half (50%) of his reasonable counsel and other professional fees, expenses and costs incurred in connection with this case.

Dated: New York, New York
August 31, 2018

KELLEY DRYE & WARREN LLP

By: /s/ John Dellaportas
John Dellaportas, Esq.
Kristina M. Allen, Esq.
101 Park Avenue, 27th Floor
New York, New York 10178
Tel: (212) 808-5000
Attorneys for Defendant/Third-Party Plaintiff
Sagi Genger

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SAGI GINGER,

Plaintiff,

14-cv-5683 (KBF)

-against-

ONLY GENDER,

Defendant.

DECLARATION OF JOHN DELLAPORTAS

JOHN DELLAPORTAS, pursuant to 28 U.S.C. § 1746(2), declares as follows:

1. I am a member of the bar of this Court and the law firm of Kelley Drye & Warren LLP (“Kelley Drye”), counsel to defendant/third-party plaintiff Sagi Genger (“Sagi”) in this action. I am familiar with the facts and circumstances in this action. I respectfully submit this declaration in support of Sagi’s motion for an Order, pursuant to Federal Rules of Civil Procedure 54(d)(2) and the November 10, 2014 indemnification agreement (the “2004 Indemnity”) between Sagi and third-party defendant Orly Genger (“Orly”), awarding him one-half (50%) of his reasonable counsel and other professional fees, expenses and costs.

2. The 2004 Indemnity provides in relevant part that: “In connection with the attached letter (the “Promise”) from me [Sagi] to our mother, Dalia Genger, dated October 30, 2004, you [Orly] agree to indemnify, defend, and hold me harmless, for and against one-half (1/2) of any and all payments, liabilities, damages, claims, actions, losses, settlements, penalties, judgments or obligations ..., including my reasonable counsel and other professional fees, expenses and costs, which arise from my undertakings in the Promise.” (Emphasis added.) Attached hereto as **Exhibit A** is a true and correct copy of the 2004 Indemnity.

3. The amount sought hereby represents one-half of the counsel and other professional fees, expenses and costs Sagi incurred in connection with this case. The Court no doubt recalls the motion practice in this case, but the following is a short summary of the key procedural events that caused Sagi to incur legal fees. Most significantly, Orly filed three motions to dismiss. (Docs. 10, 26, 64.) In the first one, she sought dismissal based, *inter alia*, on her claim that Sagi had interposed his Third-Party Complaint before she received his indemnity demand. Doc. 11. In order to avoid unnecessary motion practice, Sagi discontinued his original pleading and filed a new one, thereby mooted that particular issue. Doc. 15-16. Orly nevertheless moved to dismiss again, based on service of process, personal jurisdiction, and a different ripeness argument (namely, that the case was allegedly unripe because Sagi had not yet paid on Dalia's demand – the very opposite of the position she took in the 2014 action, wherein Sagi had gone ahead and paid). Doc. 27. Sagi opposed the motion and also, because Orly insisted that service on her Texas and New Jersey homes was insufficient, cross-moved for alternative service. Docs. 36-38. Eventually, through the assistance of a private investigator, Sagi located the address of Orly's claimed new Tel Aviv home, and served her there as well. Doc. 61. Orly then abandoned her all of her prior dismissal grounds and filed a third motion to dismiss based solely on subject matter jurisdiction grounds. Doc. 68. Sagi opposed that motion as well, and cross-moved for summary judgment based on res judicata and collateral estoppel. Docs. 74-80. The Court then directed supplemental briefing on Orly's jurisdictional argument, which Sagi provided. Doc. 83, 99. After winning summary judgment (Doc. 101), Sagi had to overcome yet further objections from Orly over entry of judgment and discontinuance of his remaining claim. Docs. 103, 107. Lastly, there is the instant fee application, the costs of which could have been delayed, if not avoided altogether, had Orly not opposed Sagi's request for an adjournment pending appeal. Doc. 117.

5. Attached hereto as **Exhibit B** are true and correct copies of my firm's invoice to Sagi for services and disbursements in connection with this case. Although Kelley Drye handles other matters for Sagi and related entities, the charges for this case have been segregated into a separate matter number, and thus do not include any work on any of those other matters. (Two invoices erroneously included time entries for other cases. Those entries have been redacted, and Sagi does not seek indemnity for them.) Descriptions of the specific services rendered are contained in the individual time entries, which do not employ block billing. Rather, each distinct task within an individual time entry has its own time allocated to it.

3

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
August 31, 2018

HL

John Dellaportas

Sagi Genger
1121 Park Avenue
New York, NY 10028

November 10, 2004

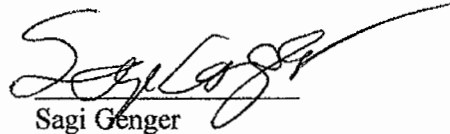
Orly Genger
1965 Broadway
New York, NY

Dear Orly:

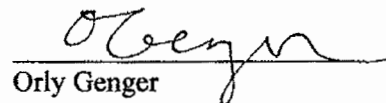
In connection with the attached letter (the "Promise") from me to our mother, Dalia Genger, dated October 30, 2004, you agree to indemnify, defend, and hold me harmless, for and against one-half (1/2) of any and all payments, liabilities, damages, claims, actions, losses, settlements, penalties, judgments or obligations (each a "Claim"), including my reasonable counsel and other professional fees, expenses and costs, which arise from my undertakings in the Promise.

I will notify you promptly of any Claims.

Very truly yours,


Sagi Genger

AGREED TO AND ACCEPTED
THIS DAY OF NOVEMBER, 2004


Orly Genger

October 30, 2004


Promise

This letter confirms our understanding with respect to certain payments that I am prepared to make to you in consideration of the following. My sister Orly and I are benefiting by the receipt of a total of 794.40 shares of Trans-Resources, Inc. ("TRI"), or beneficial interests in those shares, by trusts for our benefit. In reliance on this letter and in consideration of the trusts' receipt of these shares and other consideration, you are giving up valuable marital rights, and you desire further assurance that you will have sufficient funds to support your lifestyle.

If you, in your sole and absolute discretion, from time to time desire funds to support your lifestyle, you may request in writing that I make payment to you as provided in this letter. Promptly upon receipt of the request, I will pay to you (1) an amount equal to all dividends, distributions, proceeds or other payments attributable to 794.40 shares of TRI (adjusted for any splits or similar action) that have previously been paid to Orly, me or any trust for the benefit of either of us, less any amounts previously paid to you pursuant to this letter, or (2) any lesser amount indicated in your request.

We intend for this letter to be a binding agreement under New York law. Please confirm that this letter correctly reflects your understanding by signing below.

Sincerely,


Sagi Genger

Agreed

Dalia Genger
Dalia Genger

KELLEY DRYE & WARREN LLP

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON
AUSTIN

NEW YORK
STAMFORD
PARSIPPANY
BRUSSELS

AFFILIATE OFFICE:
MUMBAI, INDIA

Sagi Genger
Attn: Sagi Genger
President
10031 W. Broadview Drive
Bay Harbor Islands, FL 33154

November 22, 2017
Invoice No. 2712917

025208 Sagi Genger
0002 2014 Promise Litigation

Account Summary and Remittance Form

Legal Services:	\$5,444.44
Less 10% Discount:	(\$544.44)
Total Fees Due:	\$4,900.00
Disbursements and Other Charges:	\$0.00
Total Amount Due:	<u>\$4,900.00</u>

Terms: Payment Due on or Before December 22, 2017

Please Return This Page With Your Payment

PAYMENT BY CHECK:

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

PAYMENT BY WIRE:

JP MORGAN CHASE, N.A.
ABA #:021-000-021
SWIFT CODE: CHASUS33
ACCOUNT NAME:KELLEY DRYE & WARREN LLP
ACCOUNT #:135-046110
PLEASE INDICATE CLIENT, MATTER AND
INVOICE NUMBER AS PAYMENT REFERENCE

KELLEY DRYE & WARREN LLP

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON
AUSTIN

NEW YORK
STAMFORD
PARSIPPANY
BRUSSELS

AFFILIATE OFFICE:
MUMBAI, INDIA

Sagi Genger
Attn: Sagi Genger
President
10031 W. Broadview Drive
Bay Harbor Islands, FL 33154

November 22, 2017
Invoice No. 2712917

Client 025208
Matter 0002 2014 Promise Litigation

Attorney: 07205

Page 1

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
10/22/17	Receipt and review of new Promise demand from Dalia Genger (0.1); series of client communications re same (0.5).	JGD	0.60	\$420.00
10/24/17	Receipt and review of Dalia complaint (0.5); client communications re same (0.5); legal research re same (0.5); preparation of answer and third-party complaint (3.2); arrangements for filing and service of same (0.3).	JGD	5.00	3,500.00
10/25/17	Ongoing series of strategy communications with client (0.4); research and implementation of service of process (0.9).	JGD	0.90	630.00
10/31/17	Ongoing client communications re new Promise case.	JGD	0.50	350.00

AFFILIATE OFFICE:
MUMBAI, INDIA

Total Original Fees for this Matter:	\$5,444.44
Less 10% Discount:	\$544.44
Total Fees Due:	\$4,900.00
Total For This Matter:	\$4,900.00
Total this Invoice	\$4,900.00

AFFILIATE OFFICE:
MUMBAI, INDIA

JP MORGAN CHASE, N.A.
ABA #:021-000-021
SWIFT CODE: CHASUS33
ACCOUNT NAME:KELLEY DRYE & WARREN LLP
ACCOUNT #:135-046110
PLEASE INDICATE CLIENT, MATTER AND
INVOICE NUMBER AS PAYMENT REFERENCE

KELLEY DRYE & WARREN LLP

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON
AUSTIN

NEW YORK
STAMFORD
PARSIPPANY
BRUSSELS

AFFILIATE OFFICE:
MUMBAI, INDIA

Sagi Genger
Attn: Sagi Genger
President
10031 W. Broadview Drive
Bay Harbor Islands, FL 33154

December 7, 2017
Invoice No. 2714288

025208 Sagi Genger
0002 2014 Promise Litigation

Account Summary and Remittance Form

Legal Services:	\$3,033.33
Less 10% Discount:	(\$303.33)
Total Fees Due:	\$2,730.00
Disbursements and Other Charges:	\$8.90
Total Amount Due:	<u>\$2,738.90</u>

Terms: Payment Due on or Before December 20, 2017

Please Return This Page With Your Payment

PAYMENT BY CHECK:

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

PAYMENT BY WIRE:

JP MORGAN CHASE, N.A.
ABA #:021-000-021
SWIFT CODE: CHASUS33
ACCOUNT NAME:KELLEY DRYE & WARREN LLP
ACCOUNT #:135-046110
PLEASE INDICATE CLIENT, MATTER AND
INVOICE NUMBER AS PAYMENT REFERENCE

KELLEY DRYE & WARREN LLP

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON
AUSTIN

NEW YORK
STAMFORD
PARSIPPANY
BRUSSELS

AFFILIATE OFFICE:
MUMBAI, INDIA

Sagi Genger
Attn: Sagi Genger
President
10031 W. Broadview Drive
Bay Harbor Islands, FL 33154

December 7, 2017
Invoice No. 2714288

Client 025208
Matter 0002 2014 Promise Litigation

Attorney: 07205

Page 1

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
11/02/17	Various service issues (0.4); client communications re same (0.1).	JGD	0.50	\$350.00
11/06/17	Further service of process issues.	JGD	0.50	350.00
11/08/17	Status update to client.	JGD	0.20	140.00
11/09/17	Courtesy notice to opposing counsel (0.2); affidavits of service (0.2); client report (0.1).	JGD	0.50	350.00
11/20/17	Review of Statement of Relatedness (0.1) and communications with client re same (0.1).	JGD	0.20	140.00
11/28/17	Initial review of motion to dismiss (1.5) and client communications re same (0.5).	JGD	2.00	1,400.00

KELLEY DRYE & WARREN LLP

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON
AUSTIN

NEW YORK
STAMFORD
PARSIPPANY
BRUSSELS

AFFILIATE OFFICE:
MUMBAI, INDIA

Sagi Genger
Client 025208
Matter 0002
December 7, 2017
Page 2

Total Original Fees for this Matter:	\$3,033.33
Less 10% Discount:	(\$303.33)
Total Fees Due:	\$2,730.00

Other Charges:

Postage	\$8.90
---------	--------

Total Other Charges for this Matter: 8.90

Total this Invoice	\$2,738.90
--------------------	------------

KELLEY DRYE & WARREN LLP

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON
AUSTIN

NEW YORK
STAMFORD
PARSIPPANY
BRUSSELS

AFFILIATE OFFICE:
MUMBAI, INDIA

Sagi Genger
Client 025208
Matter 0002
December 7, 2017
Page 3

<u>Tkpr</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
JGD	Dellaportas, John	3.90	700.00	\$2,730.00

PAYMENT BY CHECK:

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

PAYMENT BY WIRE:

JP MORGAN CHASE, N.A.
ABA #:021-000-021
SWIFT CODE: CHASUS33
ACCOUNT NAME:KELLEY DRYE & WARREN LLP
ACCOUNT #:135-046110
PLEASE INDICATE CLIENT, MATTER AND
INVOICE NUMBER AS PAYMENT REFERENCE

JP MORGAN CHASE, N.A.
ABA #:021-000-021
SWIFT CODE: CHASUS33
ACCOUNT NAME:KELLEY DRYE & WARREN LLP
ACCOUNT #:135-046110
PLEASE INDICATE CLIENT, MATTER AND
INVOICE NUMBER AS PAYMENT REFERENCE

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
12/08/17	Israeli law research and procuring of affidavit from Israeli attorney re lawful address issue.	JGD	1.50	\$1,050.00
12/11/17	Preparation of amended third-party complaint and notice of discontinuance of original pleading; research for same (1.0); filing of same (0.30); client communications re same (0.20); preparation and filing of response to motion to dismiss and research for same (2.3).	JGD	3.80	2,660.00
12/11/17	Review and analyze case law relating to long arm jurisdiction under New York law (1.5); correspondence with J. Dellaportas regarding the same (0.5); review and edits draft opposition to motion to dismiss (0.6).	KMA	2.60	1,439.10
12/14/17	Review of notice of case assignment and client communications re same (0.6); arrangements for filing of service affidavits (0.4).	JGD	1.00	700.00
12/15/17	Review of reply memorandum and client	JGD	0.50	350.00

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AFFILIATE OFFICE:
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Sagi Genger
Client 025208
Matter 0002
January 31, 2018
Page 2

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
12/19/17	communications re same. Various client communications re case status and strategy.	JGD	0.50	350.00

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Process Service	\$365.00	
Total Other Charges for this Matter:		365.00
Total this Invoice		\$9,014.10

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<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
01/04/18	Review of motion to dismiss and client communications re opposition to same.	JGD	2.00	\$1,400.00
01/05/18	Initial research of service and residence issues in response to motion to dismiss (2.5); client communications re same (0.5).	JGD	3.00	2,100.00
01/05/18	Review and analyze motion to dismiss and supporting papers	KMA	1.10	608.85
01/08/18	Receipt of court order and client communications re same.	JGD	0.50	350.00
01/10/18	Review motion to dismiss and court order in preparation for strategy meeting with J. Dellaportas (0.4); strategy meeting with J. Dellaportas to discuss opposition to motion to dismiss (0.4).	KMA	0.80	442.80
01/11/18	Review and analyze case law in support of opposition brief	KMA	5.20	2,878.20
01/16/18	Review and analyze case law on personal jurisdiction (1.4); draft motion to dismiss opposition (2.5).	KMA	3.90	2,158.65
01/17/18	Further research and drafting of opposition to motion to dismiss; review of drafts from	JGD	7.50	5,250.00

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AFFILIATE OFFICE:
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Sagi Genger
 Client 025208
 Matter 0002
 February 23, 2018
 Page 2

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
01/17/18	Kristina Allen re same. Review and analyze case law in support of opposition to motion to dismiss (0.5); draft notice of cross motion for an order authorizing an alternative method of service (0.1); draft Dellaportas declaration in support of opposition (1.0).	KMA	1.60	885.60
01/18/18	Completion and submission of opposition to motion to dismiss.	JGD	4.50	3,150.00
01/18/18	Review and analyze case law in support of opposition papers	KMA	2.10	1,162.35
01/19/18	Review of new Court order and client communications re same.	JGD	0.50	350.00
01/22/18	Review of order of reference and further client communications re same.	JGD	0.30	210.00
01/25/18	Preparation and submission of letter motion for additional time for supplemental service in light of order of reference (1.0); client communications re same (0.5).	JGD	1.50	1,050.00
01/25/18	Review and analyze Orly reply memorandum in support of motion to dismiss	KMA	0.60	332.10
01/26/18	Review of Orly reply on motion to dismiss raising new smj argument and client communications re same.	JGD	2.00	1,400.00
01/26/18	Conference with John Dellaportas.	WCP	0.20	103.50
01/28/18	Legal research re Orly's new subject matter jurisdiction argument.	JGD	1.50	1,050.00
01/29/18	Review and analyze case law relating to new	KMA	1.10	608.85

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<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
01/29/18	arguments presented on reply Research real property records and conference with John Dellaportas regarding same and related issues.	WCP	1.00	517.50
01/31/18	Preparation and service of letter motion to strike new argument (2.0); legal research re same (1.5); client communications re same (0.5).	JGD	4.00	2,800.00

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Total Other Charges for this Matter:	530.91
Total this Invoice	\$29,339.31

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Sagi Genger
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Page 5

<u>Tkpr</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
JGD	Dellaportas, John	27.30	700.00	\$19,110.00
KMA	Allen, Kristina M	16.40	553.50	9,077.40
WCP	Petit, William C	1.20	517.50	621.00

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10031 W. Broadview Drive
Bay Harbor Islands, FL 33154

March 14, 2018
Invoice No. 2721633

Client 025208
Matter 0002 2014 Promise Litigation

Attorney: 07205 Page 1

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
02/01/18	Reply in further support of cross-motion for alternative/extended service.	JGD	4.00	\$2,840.00
02/05/18	Initial review of Orly response to motion to strike (0.3); client communications re same (0.3).	JGD	0.60	426.00
02/06/18	Preparation of reply brief in further support of motion to strike improper subject matter jurisdiction argument (2.4); client communications and revisions (0.3); completion and submission (0.3).	JGD	3.00	2,130.00
02/21/18	Client communications re discovery of new address for plaintiff.	JGD	0.30	213.00
02/25/18	Series of communications with client and co-counsel re service of process issue (0.5); follow-up communications with MA's office re new Hague Convention service on Monday (0.5).	JGD	1.00	710.00

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Total Other Charges for this Matter:	145.60
Total this Invoice	\$6,464.60

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JP MORGAN CHASE, N.A.
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Sagi Genger
Attn: Sagi Genger
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10031 W. Broadview Drive
Bay Harbor Islands, FL 33154

April 27, 2018
Invoice No. 2725532

Client 025208
Matter 0002 2014 Promise Litigation

Attorney: 07205

Page 1

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
03/05/18	Series of communications with MA's Office and client re update on Hague Convention service on Orly.	JGD	0.50	\$355.00
03/07/18	Client communications re development in location of Orly's Tel Aviv address (0.3); review of evidence re same (0.2).	JGD	0.50	355.00
03/16/18	Review of Amended Complaint e-filed by Dalia Genger (0.4); report to client re same (0.3).	JGD	0.70	497.00
03/30/18	Preparation and filing of answer to amended complaint (1.0); meeting with client in preparation for same (0.5).	JGD	1.50	1,065.00

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Sagi Genger
Client 025208
Matter 0002
April 27, 2018
Page 2

Total Original Fees for this Matter:	\$4,102.22
Less 10% Discount:	\$410.22
Total Fees Due:	\$3,692.00
Total For This Matter:	\$3,692.00
Total this Invoice	\$3,692.00

JP MORGAN CHASE, N.A.
ABA #:021-000-021
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ACCOUNT NAME:KELLEY DRYE & WARREN LLP
ACCOUNT #:135-046110
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JP MORGAN CHASE, N.A.
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ACCOUNT NAME:KELLEY DRYE & WARREN LLP
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KELLEY DRYE & WARREN LLP

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AFFILIATE OFFICE:
MUMBAI, INDIA

Sagi Genger
Attn: Sagi Genger
President
10031 W. Broadview Drive
Bay Harbor Islands, FL 33154

May 25, 2018
Invoice No. 2728259

Client 025208
Matter 0002 2014 Promise Litigation

Attorney: 07205

Page 1

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
04/03/18	Client update re case.	JGD	0.20	\$142.00
04/16/18	Series of communications with opposing counsel re Orly's allegedly proper address (0.5); negotiations over substitute service (0.5); research re Tel Aviv address system; series of client communications and communications with Israeli counsel re same (0.4).	JGD	1.40	994.00
04/17/18	Further research re Orly's claim of mis-address (0.5); series of communications with Israeli FedEx and Israeli counsel re same (0.5); client conference re strategy in light of same (0.5).	JGD	1.50	1,065.00
04/19/18	Negotiations with Orly's counsel for substitute service (0.3); client conference re same (0.3); review of and revisions to draft joint letter to Court re same (0.4).	JGD	1.00	710.00
04/20/18	Substitute service.	JGD	0.50	355.00
04/23/18	Confirmation of Hague Convention substitute service (0.2); client report re same (0.1).	JGD	0.30	213.00
04/25/18	Confirmation of substitute service on Orly.	JGD	0.10	71.00

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Sagi Genger
Client 025208
Matter 0002
May 25, 2018
Page 2

Total Original Fees for this Matter:	\$3,944.44
Less 10% Discount:	\$394.44
Total Fees Due:	\$3,550.00
Total For This Matter:	\$3,550.00
Total this Invoice	\$3,550.00

JP MORGAN CHASE, N.A.
ABA #:021-000-021
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ACCOUNT NAME:KELLEY DRYE & WARREN LLP
ACCOUNT #:135-046110
PLEASE INDICATE CLIENT, MATTER AND
INVOICE NUMBER AS PAYMENT REFERENCE

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<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
05/01/18	Review of Judge Forrest order withdrawing order of reference (.1); client communications re same (.4).	JGD	0.50	\$355.00
05/16/18	Initial review of Orly motion to dismiss (1.0); client communications re same (0.4).	JGD	1.40	994.00
05/17/18	Review of Dalia motion for summary judgment (0.8); client communications re same (0.4).	JGD	1.20	852.00
05/18/18	Initial jurisdictional research in opposition to motion to dismiss (2.2); client communications re same (0.4).	JGD	2.60	1,846.00
05/22/18	Additional research re jurisdictional issues for Orly motion to dismiss.	JGD	2.10	1,491.00
05/25/18	Further client communications re motion strategy.	JGD	0.50	355.00
05/28/18	Jurisdictional research.	JGD	4.00	2,840.00
05/29/18	Drafting of opposition papers (3.5); client communications re same (0.3).	JGD	3.80	2,698.00
05/30/18	Completion of option to Orly and Dalia motions.	JGD	6.00	4,260.00

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Sagi Genger
Client 025208
Matter 0002
June 29, 2018
Page 2

Total Original Fees for this Matter:	\$17,434.44
Less 10% Discount:	(\$1,743.44)
Total Fees Due:	\$15,691.00

Other Charges:

Courier	\$49.42	
Local Travel	5.50	
Meals	43.56	
Binding	20.00	
Search	5.00	
Total Other Charges for this Matter:		123.48
Total this Invoice		\$15,814.48

AFFILIATE OFFICE:
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<u>Tkpr</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
JGD	Dellaportas, John	22.10	710.00	\$15,691.00

JP MORGAN CHASE, N.A.
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KELLEY DRYE & WARREN LLP

FEDERAL ID NO. 13-5335107

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AFFILIATE OFFICE:
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Sagi Genger
Attn: Sagi Genger
President
10031 W. Broadview Drive
Bay Harbor Islands, FL 33154

July 31, 2018
Invoice No. 2734053

025208 Sagi Genger
0002 2014 Promise Litigation

Account Summary and Remittance Form

Legal Services:	\$29,662.22
Less 10% Discount:	(\$2,966.22)
Total Fees Due:	\$26,696.00
Disbursements and Other Charges:	\$23.75

Total Amount Due: **\$26,719.75**

Terms: Payment Due on or Before August 30, 2018

Please Return This Page With Your Payment

PAYMENT BY WIRE OR ACH IS PREFERRED:

BANK: JP MORGAN CHASE, N.A.

ABA #: 021-000-021

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ACCOUNT NAME: KELLEY DRYE & WARREN LLP

ACCOUNT #: 135-046110

**PLEASE INDICATE CLIENT, MATTER AND INVOICE NUMBER
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July 31, 2018
Invoice No. 2734053

Client 025208
Matter 0002 2014 Promise Litigation

Attorney: 07205

Page 1

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
06/04/18	Communications with various counsel re Orly's adjournment request (0.2); consultation with client re same (0.2); review of letter to Court re same (0.2).	JGD	0.60	\$426.00
06/05/18	Review of Court's Order seeking additional jurisdictional briefing (0.4); conference call with client re same (0.8); initial legal research re same (5.0).	JGD	6.20	4,402.00
06/06/18	Conference call with Israeli counsel re issues raised by Orly's motion (0.6); follow-up call with client re same (0.4).	JGD	1.00	710.00
06/06/18	Review of Orly's reply papers in further support of motion to dismiss (0.5); conference call with client re same (0.3).	JGD	0.80	568.00
06/07/18	Further series of client communications re jurisdictional issues.	JGD	0.50	355.00
06/13/18	Review of Orly's opposition to cross-motion for summary judgment (1.0); discussions with client re same (.5).	JGD	1.50	1,065.00
06/18/18	Jurisdictional research for supplemental relief requested by Court.	JGD	4.00	2,840.00

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Page 2

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
06/19/18	Further legal research re jurisdictional issues for Court-ordered supplemental brief.	JGD	6.00	4,260.00
06/20/18	Reply submission in further support of cross-motion for summary judgment (5.0); legal research for same (2.0); client communications re same (1.0).	JGD	8.00	5,680.00
06/21/18	Drafting supplemental brief.	JGD	4.20	2,982.00
06/22/18	Final drafting, revisions to and submission of supplemental jurisdictional brief (4.3); client communications re same (0.5).	JGD	4.80	3,408.00

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07/30/18	Review of Court's decision on summary judgment (0.5) and series of analytical calls with client re same (1.9).	JGD	2.40	\$1,704.00
07/31/18	Follow-up call with client re next steps in litigation.	JGD	0.50	355.00

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Sagi Genger
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Matter 0002
August 30, 2018
Page 2

Total Original Fees for this Matter:	\$2,287.78
Less 10% Discount:	(\$228.78)
Total Fees Due:	\$2,059.00

Other Charges:

Filing Fee	\$142.00
Total Other Charges for this Matter:	142.00
Total this Invoice	\$2,201.00

KELLEY DRYE & WARREN LLP

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August 30, 2018
Page 3

<u>Tkpr</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
JGD	Dellaportas, John	2.90	710.00	\$2,059.00

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<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
08/07/18	Preparation of proposed form of judgment (2.0) and cover letter to Court explaining same (1.0); legal research re dismissal standards under FRCP for letter and judgment (1.0); client communications re same (0.5).	JGD	4.50	\$3,195.00
08/08/18	Finalization / submission of letter to court and proposed judgment.	JGD	0.50	355.00
08/09/18	Conference call with counsel to Orly and Dalia re proposed schedule (0.5); review of Court's proposed form of scheduling order (0.2); client consultations afterwards re same (0.4).	JGD	1.10	781.00
08/10/18	Review of proposed judgment e-filed by Dalia Genger (0.2); consultations with clients re same (0.3).	JGD	0.50	355.00
08/10/18	Review of answer to third-party complaint filed by Orly (0.3); client consultations re same (0.2).	JGD	0.50	355.00
08/10/18	Review of letter from Orly's counsel to Court objecting to proposed judgment (0.3); preparation of draft letter responding to same	JGD	1.50	1,065.00

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
	(0.7); client consultations and revisions to same (0.5).			
08/13/18	Review of proposed letter to court and scheduling order following all parties conference (0.3); client consultations re same (0.2); series of follow-up communications with other counsel re changes to same (0.4).	JGD	0.90	639.00
08/17/18	Review of Court's Order directing revisions to proposed form of judgment to add correct interest calculation (0.2); correction and resubmission of same (0.5); client consultations re same (0.2); review of corrected judgment e-filed by Dalia and client consultations re same (0.2).	JGD	1.10	781.00
08/20/18	Review of two judgments entered by Court (.4); series of client consultations re next steps (1.5).	JGD	1.90	1,349.00
08/23/18	Review of notice of appeal and various other docket entries from Second Circuit arising from Orly's appeal (0.5); call from Second Circuit clerk's office re same (0.2); communications with clients re same (0.3); communications with Kristina Allen re needed filings for same (.3),	JGD	1.30	923.00
08/24/18	Review of Court order requesting modified scheduling order (0.2); client consultations re same (0.2).	JGD	0.40	284.00
08/27/18	Letter motion to Court for adjournment of fee	JGD	2.30	1,633.00

<u>Date</u>	<u>Description</u>	<u>Tkpr</u>	<u>Hours</u>	<u>Amount</u>
	application deadline pending appeal (1.7); review of Orly's opposition to same (0.3); client consultations re same (0.3).			
08/28/18	Conference call with Dalia's counsel per Court directive (0.4); client consultations re same (0.4); agreement on proposed submission discontinuing remaining claim (0.2).	JGD	1.00	710.00
08/29/18	Review and approval of proposed letter to court and stip of discontinuance.	JGD	0.50	355.00
08/29/18	Notice of Appearance in Second Circuit (0.3); client update re same (0.1).	JGD	0.40	284.00
08/30/18	Preparation of fee application.	JGD	5.00	3,550.00
08/31/18	Review of latest Orly filings in Second Circuit (notice of appearance, Forms C&D) (.5); client consultations re same (0.1).	JGD	0.60	426.00

KELLEY DRYE & WARREN LLP

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON

NEW YORK
STAMFORD
PARSIPPANY
BRUSSELS

AFFILIATE OFFICE:
MUMBAI, INDIA

Sagi Genger
Client 025208
Matter 0002
August 31, 2018
Page 4

Total Original Fees for this Matter:	\$18,933.33
Less 10% Discount:	\$1,893.33
Total Fees Due:	\$17,040.00
Total For This Matter:	\$17,040.00
Total this Invoice	\$17,040.00

KELLEY DRYE & WARREN LLP

FEDERAL ID NO. 13-5335107

WASHINGTON
LOS ANGELES
CHICAGO
HOUSTON

NEW YORK
STAMFORD
PARSIPPANY
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AFFILIATE OFFICE:
MUMBAI, INDIA

Sagi Genger
Client 025208
Matter 0002
August 31, 2018
Page 5

<u>Tkpr</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
JGD	Dellaportas, John	24.00	710.00	\$17,040.00

PAYMENT BY CHECK:

KELLEY DRYE & WARREN LLP
ATTN: TREASURER'S DEPARTMENT
101 PARK AVENUE
NEW YORK, NEW YORK 10178
(212) 808-7800

PAYMENT BY WIRE:

JP MORGAN CHASE, N.A.
ABA #:021-000-021
SWIFT CODE: CHASUS33
ACCOUNT NAME:KELLEY DRYE & WARREN LLP
ACCOUNT #:135-046110
PLEASE INDICATE CLIENT, MATTER AND
INVOICE NUMBER AS PAYMENT REFERENCE



Partner

New York
Tel: (212) 808-5000
Fax: (212) 808-7897

ABOUT

John aggressively defends clients in shareholder class actions, and in civil enforcement actions and investigations brought by the Securities and Exchange Commission (SEC). John also handles cases involving mergers and acquisitions, government contracts, commercial real estate and intellectual property matters. He is also lead counsel to government contractors on major procurement disputes and bid protests, and serves as an arbitrator and court-appointed fiduciary in financial services and real estate proceedings.

Notably, in 2012, John served as lead trial counsel to Bruce Bent, co-inventor of the money market fund, and his son Bruce Bent II, in an SEC civil action. Following a month-long trial, a Manhattan federal jury rendered a unanimous verdict in favor of the Bents, clearing them of all SEC Rule 10b-5 and other securities fraud charges. That courtroom victory earned John “Litigator of the Week” honors from *The Am Law Litigation Daily* in November 2012, and “Litigator in the Spotlight” recognition by *The American Lawyer* in January 2013. John’s closing statement was featured in the November 7, 2012 issue of *The Wall Street Journal*.

A frequent writer and lecturer on securities law topics, John most recently authored chapters on the Investment Advisers Act of 1940 and the Trust Indenture Act of 1939 for the Thomson Reuters treatise *Securities Crimes*, 2nd Edition. In 2009, he was a featured presenter at AsiaLaw's 4th Annual Dispute Resolution Summit in Singapore, where he spoke on "Dispute Resolution in a Financial Crisis."

Battery Park City Homeowners Coalition, Inc., president, 2016–present

Liberty House Condominium, Board of Managers, president, 2013–present

Stop the Chop NYNJ, Inc., president 2015–present

EXPERIENCE

Appointed by U.S. District Judge Kimba Wood to serve as corporate receiver for a failed broker-dealer firm, on recommendation by the Commodity Futures Trading Commission (CFTC).

Appointed by the New York City Bar Association to serve as chair of a three-member arbitration tribunal overseeing a \$20 million commercial real estate dispute.

Lead counsel to the Reserve Primary Fund’s senior management in a billion-dollar shareholder class action brought after a \$62 billion money market fund “broke the buck.” He negotiated a successful class settlement approved by U.S. District Judge Paul Gardephe.

Co-lead trial counsel to a telecommunications infrastructure manufacturer, Rohn Industries, in a Delaware litigation over an asset purchase agreement. He won a \$20 million judgment after a bench trial and the successful appeal to the Delaware Supreme Court.

Co-lead trial counsel to a leading manufacturer of chemical road deicers, Sears Ecological Applications Co., in patent litigation and Patent and Trademark Office (PTO) proceedings. He obtained a favorable jury verdict on all infringement, invalidity, inequitable conduct and trade secrets counts.

Lead counsel to a Daewoo affiliate in confirmation and attachment proceedings relating to an American Arbitration Association (AAA) proceeding. He successfully obtained confirmation of a \$17 million award.

Co-lead trial counsel to a Samsung affiliate in a week-long International Chamber of Commerce (ICC) arbitration. He obtained an award for the client defeating a \$10 million claim.

Lead trial counsel for a major transit bus manufacturer, New Flyer of America (fka NABI), on government contract and related procurement matters. He litigated successful bid protests overturning two losing awards from local transit agencies, each protest resulting in a contract award to NABI worth more than \$100 million.

Lead counsel to the Reserve International Liquidity Fund and its senior management in a federal interpleader action over the liquidation of a \$4 billion offshore investment fund. He successfully negotiated a global settlement spanning five different jurisdictions.

Lead trial counsel to major wholesale grocer in AAA arbitration. He obtained an award for the client defeating an \$8 million claim.

HONORS

Named "Litigator in the Spotlight" by *The American Lawyer*, January 2013.

Named "Litigator of the Week" by *The Am Law Litigation Daily*, November 2012.

MEMBERSHIPS

Hellenic-American Association for Professionals in Finance (HABA)

Association of the Bar of the City of New York, Securities Litigation Committee

Association of the Bar of the City of New York, Transportation Law Committee chair, 2010–2013

U.S. Court of Appeals–Second, Fifth, Tenth and Federal Circuits



Senior Associate

New York
Tel: (212) 808-5197
Fax: (212) 808-7897

ABOUT

EXPERIENCE

Commercial and Financial Services Litigation

Served as national coordinating counsel for a *Fortune* 50 transportation company, conducting and managing discovery for several

matters around the country.

Pro Bono

Successfully represented clients seeking political asylum in the United States.

Successfully represented an intellectually disabled death row inmate in obtaining a sentencing change.

MEMBERSHIPS

Urban League of Southern Connecticut, board of directors

New York State Bar Association

Association of the Bar of the City of New York

EDUCATION

Fordham University School of Law, J.D., 2010, Fordham International Law Journal, staff member; New York City Bar Diversity; Fellow Gerald C. Durr Fellow
University of Connecticut, B.S., 2007, Dean's List

BAR ADMISSIONS

New York, 2011

COURTS

U.S. District Court–Southern and Eastern Districts of New York

U.S. District Court–Western District of Wisconsin



Partner

Houston
Tel: (713) 355-5023
Fax: (713) 355-5001

ABOUT

Will Petit represents clients in the litigation and trial of environmental, commercial and general civil matters. He also provides practical, cost-effective legal advice on general business and environmental matters designed to help his clients address their current and future legal and business needs. To deliver consistently proactive legal counsel, Will draws upon his understanding of contract, commercial and environmental law; his ability to prioritize and assess risk; his experience in resolving legal conflict, including in litigation and through trial; and his familiarity with his clients' business objectives.

Will represents clients on both sides of the docket and in a variety of contexts. He has counseled public entity and industry clients in several high-profile environmental contamination cases. In those cases, Will has pursued and defended claims involving property damages, tort damages, remediation, allocation, cost recovery and natural resource damages under state and federal statutes and the common law.

At the same time, Will has devoted a significant portion of his practice to the representation of energy, real estate, transportation and manufacturing clients in commercial and general civil litigation. He has handled lawsuits involving real estate transactions, commercial contracts, eminent domain, oil and gas matters, partnership disputes, wrongful discharge and employment discrimination, trade secrets, non-compete agreements and other business-related torts.

Over the last few years in particular, Will's practice has expanded to include advising businesses and other organizations faced with a broad range of challenges. These matters include general business, contract drafting and regulatory matters, such as environmental permitting, responding to administrative enforcement actions and workplace safety issues. Will also serves as outside general counsel to a manufacturing and transportation industry client.

A *Super Lawyers* and Texas Tech “Rising Star,” Will is invested in his clients and the legal counsel he provides. A testament to his dedication, many of Will’s clients have stayed with him over years of practice, and consistently ask him to handle a broader range of their legal needs. Organized, prepared, responsive and trustworthy, Will’s innate skill as a people-person allows him to streamline communication and identify not only what is important to his clients, but also to opposing counsel and their clients—a

Representing a real estate brokerage firm and its listing agent against a property owner who sued under DTPA, fraud and negligent misrepresentation theories resulting in a complete defense verdict following a bench trial.

Representing a commercial landlord against a tenant who sued for breach of lease and injunctive relief, resulting in a favorable settlement after the denial of a temporary injunction.

Representing a commercial property owner asserting claims for trespass and injunctive relief against a neighboring high-rise, resulting in equitable relief followed by a favorable settlement.

Representing an oil and gas company in a dispute against an operator and other interest owners concerning interests in—and title to—produced oil and gas, resulting in an assignment of all interests to the client as part of a settlement.

HONORS

Will was recognized as a 2018 *Law360* Rising Star in Environmental Law.

He was named a Texas “Rising Star” in 2010 for General Litigation and 2013–2018 for Environmental Litigation by Thomson Reuters for Texas *Super Lawyers*.

Will was recognized on *Benchmark Litigation's* Under 40 Hotlist in 2017 and 2018.

Will received the *Rising Star Award* in 2014 from the Texas Tech Law School Alumni Association.

MEMBERSHIPS

The Institute for Energy Law, advisory board member, 2017

Texas Aggregates and Concrete Association, allied member, 2015–present

Texas Tech Law Review Emeritus Editors Advisory Board, member, 2015–present.

Houston Young Lawyers Foundation, fellow

Houston Young Lawyers Association, member

Houston Bar Association, Environmental Law and Litigation Sections, member

State Bar of Texas, Environmental Law and Litigation Sections, member

American Bar Association, Energy & Resources Section, member

EDUCATION

Texas Tech University School of Law, J.D., 2005, summa cum laude, Order of the Coif; Board of Barristers; Texas Tech Law Review, editor in chief

University of Colorado-Boulder, B.A., 2001, Spanish

BAR ADMISSIONS

Texas

COURTS

Various Federal Courts

LANGUAGES

Spanish

E.M.T (Israel)

21 Unitzman St. Mail Address P.O.BOX 25392 Tel-Aviv 6125302

Tel: ++972 3 6999 001 Fax: ++972 3 699 8865

E-mail: account@emt.co.il

Invoice

Date	Invoice #
Feb 22 , 2018	224515

Bill to:
To: Mr. Noam Schreiber Zell & Co. Law Firm Jerusalem, ISRAEL Tel.: +972-2-633-6300 Fax: +972-2-672-1767 schreiber.noam@gmail.com

Terms

PAID

Due Date

Feb 22, 2018

Case #

Genger

Description	QTY	Rate	Amount (NIS)
Investigations	1	4600	4600

Expenses include

Sub Total	4600.00
VAT 17%	782.00
Total	5382.00
PAID by AMEX	-5382.00

Total due (NIS)

ש"ח 0.00

Thank you for letting us be of service.

E&CE

EXHIBIT G

2018150354

3 PGS

Third-Party Defendant.

JUDGMENT IN THIRD-PARTY ACTION

2. That, on Sagi's First Cause of Action for Breach of Contract, for the reasons stated in the Opinion & Order dated July 27, 2018, the Clerk is directed to enter judgment in favor of Sagi in the amount of \$3,000,000 in base damages, plus statutory interest in the amount of \$219,698 pursuant to CPLR Article 50 at 9% per annum from October 24, 2017 through entry of this Judgment, plus 50% of Sagi's reasonable counsel and other professional fees, expenses and

in from October 24, 2017 through entry of
and other professional fees; expenses and

A CERTIFIED COPY
RUBY HANNACK, CLERK

BY *[Signature]*
David C. [Signature]

costs in connection with this action, in an amount to be determined.

3. That, on Sagi's Second Cause of Action for Promissory Estoppel, for the reasons stated in the Opinion & Order dated July 27, 2018, the Clerk is directed to enter judgment in favor of Sagi in the amount of \$3,000,000 in base damages, plus statutory interest in the amount of \$219,698 pursuant to CPLR Article 50 at 9% per annum from October 24, 2017 through entry of this Judgment, plus 50% of Sagi's reasonable counsel and other professional fees, expenses and costs in connection with this action, in an amount to be determined.

4. That, on Sagi's Third Cause of Action for Declaratory Judgment, for the reasons stated in the Opinion & Order dated July 27, 2018, the Court declares that Orly must indemnify Sagi for 50% of Dalia's \$6,000,000 payment demand, plus statutory interest in the amount of \$219,698 pursuant to CPLR Article 50 at 9% per annum from October 24, 2017 through entry of this Judgment, plus 50% of Sagi's reasonable counsel and other professional fees, expenses and costs in connection with this action, in an amount to be determined.

5. The amounts set forth in paragraphs 2, 3 and 4 above are not cumulative.

6. Pursuant to Fed. R. Civ. P. 54(d)(2), any motion for attorney's fees shall be made no later than 14 days following the entry of this Judgment.

Dated: New York, New York
8/17, 2018

SO ORDERED.

K.B. Forrest
KATHERINE B. FORREST
United States District Judge

AFFIDAVIT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

JOHN DELLAPORTAS, being duly sworn, deposes and says:

1. I am an attorney admitted to practice law in the State of New York, and counsel to the Judgment Creditor, Sagi Genger, in the action styled *Genger v. Genger*, Index No. 1:17cv8181, which is pending before the U.S. District Court for the Southern District of New York. I respectfully submit this affidavit pursuant to the Texas Uniform Enforcement of Judgments Act, Civil Practice and Remedies Code section 35.001 *et seq.* in order to register the Judgment Creditor's Judgment against the Judgment Debtor, Orly Genger, in the amount of \$3,219,698 with the Clerk of Travis County, Texas.

2. The current post officer address of the Judgment Creditor is Sagi Genger, 751 Weed Street, New Canaan, CT 06840. The last known address of the Judgment Debtor is Orly Genger, Rokah Shim'on St., 35 Tel Aviv, Israel 65148.

JOHN DELLAPORTAS

Sworn to me this 12th
day of September, 2018

Notary Public

Return:

KELLEY DRYE & WARREN LLP
101 PARK AVENUE
ATTN: PAUL OSTENSEN
NEW YORK NY 10178

Peter Eric Bogdanich
Notary Public, State of New York
No. 01BO6366981
Qualified in Nassau County
Commission Expires November 13, 2021



Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Sep 21, 2018 03:14 PM

2018150354

ALONZOM: \$34.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

EXHIBIT H



Invoice No.: 4502528
File No. : 171552.010100
Bill Date : June 5, 2017

Sagi Genger
10031 West Broadview Dr.
Bay Harbor Island, FL 33154

INVOICE

Re: Genger Litigation

Legal Services through May 31, 2017:

Total Fees:	\$	7,703.50
Other Credits Applied:	\$	(71.00)
Current Invoice:	\$	7,632.50

CBC:HR
Tax ID: 13-3613083



Invoice No.: 4532620
File No. : 171552.010100
Bill Date : July 10, 2017

Sagi Genger
10031 West Broadview Dr.
Bay Harbor Island, FL 33154

INVOICE

Re: Genger Litigation

Legal Services through June 30, 2017:

Total Fees	\$	22,765.50
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Expenses:

Other Charges	4.00
Information and Research	856.76

Total Expenses: \$ 860.76

Current Invoice: \$ 23,626.26

CBC:HR
Tax ID: 13-3613083



Sagi Genger
10031 West Broadview Dr.
Bay Harbor Island, FL 33154

Invoice No.: 4552580
File No. : 171552.010100
Bill Date : August 3, 2017

INVOICE

Re: Genger Litigation

Legal Services through July 31, 2017:

Total Fees	\$	28,884.50
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Expenses:

Filing Fees	45.00
Local Travel (Cabs, Car Service)	11.30
Overtime Expenses	
Other Charges	32.00
Information and Research	407.32

Total Expenses: \$ 495.62

Current Invoice: \$ 29,380.12

Previous Balance (see attached statement):	\$	23,626.26
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Total Amount Due: \$ 53,006.38

CBC:HR
Tax ID: 13-3613083



Sagi Genger
752 Weed Street
New Canaan, CT 06840
sagigenger@aol.com

Invoice No.: 4861628
File No. : 171552.010100
Bill Date : September 10, 2018

INVOICE

Re: Genger Litigation

Legal Services through August 31, 2018:

Total Fees: \$ 437.50

Current Invoice: \$ 437.50

Previous Balance (see attached statement): \$ 2,349.50

Total Amount Due: \$ 2,787.00

CBC:HR
Tax ID: 13-3613083



Invoice No.: 4984693
File No. : 171552.010100
Bill Date : February 7, 2019

Sagi Genger
751 Weed Street
New Canaan, CT 06840
sagigenger@aol.com

INVOICE

Re: Genger Litigation

Legal Services through January 31, 2019:

Total Fees:	\$	18,998.00
Other Credits Applied:	\$	(5,511.50)
Current Invoice:	\$	<u>13,486.50</u>

CBC:HR
Tax ID: 13-3613083



Invoice No.: 5004962
File No.: 171552.010100
Bill Date: March 5, 2019

Sagi Genger
751 Weed Street
New Canaan, CT 06840
sagigenger@aol.com

INVOICE

Re: Genger Litigation

Legal Services through February 28, 2019:

Total Fees: \$ 4,231.50

Expenses:

Court Fees

270.00

Total Expenses: \$ 270.00

Other Credits Applied: \$ (3,513.50)

Current Invoice: \$ 988.00

CBC:HR
Tax ID: 13-3613083

Sagi Genger
751 Weed Street
New Canaan, CT 06840
sagigenger@aol.com

INVOICE

Re: Genger Litigation

Legal Services through March 31, 2019:

Total Fees: \$ 560.00

Current Invoice: \$ 560.00

Previous Balance (see attached statement): \$ 988.00

Total Amount Due: \$ 1,548.00

CBC:HR
Tax ID: 13-3613083



Invoice No.: 5093258
File No. : 171552.010100
Bill Date : June 10, 2019

Sagi Genger
751 Weed Street
New Canaan, CT 06840
sagigenger@aol.com

INVOICE

Re: Genger Litigation

Legal Services through May 31, 2019:

Total Fees: \$ 15,575.00

Current Invoice: \$ 15,575.00

Previous Balance (see attached statement): \$ 2,140.00

Total Amount Due: \$ 17,715.00

CBC:HR
Tax ID: 13-3613083



Invoice No.: 5115161
File No. : 171552.010100
Bill Date : July 11, 2019

Sagi Genger
751 Weed Street
New Canaan, CT 06840
sagigenger@aol.com

INVOICE

Re: Genger Litigation

Legal Services through June 30, 2019:

Total Fees: \$ 4,021.50

Current Invoice: \$ 4,021.50

Previous Balance (see attached statement): \$ 115.00

Total Amount Due: \$ 4,136.50

CBC:HR
Tax ID: 13-3613083

Greenberg Traurig, LLP | Attorneys at Law | Met Life Building | 200 Park Avenue | New York, New York 10166
Tel 212.801.9200 | Fax 212.801.6400 | www.gtlaw.com